

These Terms and Conditions govern the relationship between Preston International School Ltd. and Parents in the provision of educational services to, and the well-being of, the Students.

# PRESTON INTERNATIONAL SCHOOL LTD.

PARENTAL CONSENT CONTRACT

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**PRESTON INTERNATIONAL SCHOOL LTD.**  
**PARENTAL CONTRACT – TERMS AND CONDITIONS**

**A. BASIS FOR AND PARTIES TO CONTRACT**

1. Preston International School Ltd. (RC 643308)[the School] is a limited liability company duly registered with the Corporate Affairs Commission as an educational services business entity. The Proprietors conceived, and are committed to making, the School as a place where young minds will be fed and nurtured on a moral and spiritual diet in such a way that they will be academically sound and also possess the inner spiritual requirements to succeed and excel in all of life's diverse situations.
2. Parents are as defined in this contract. See Clause B (3) below.
3. The School relies solely on school fees to meet all its obligations as well as maintain its relevance in a highly competitive industry. It is therefore necessary to establish a contractual framework for the interaction between the School which act *in loco parentis* with the Parents of the Students.
4. The Terms and Conditions of this contract are based on the culture and traditions of the School put in place since the inception of the School.
5. Together with the Letter of Admission/Admission Notice, each academic year's Prospectus, 'Preston Scrolls-Students Handbook', the School Fees with its policy, Structure and Billing arrangements as issued by the School from time to time, and all other forms of communication with the parents through various media **form the basis of a legal contract** for rendering of educational services between the School to the Students and their Parents.
6. The Terms and Conditions are meant to promote the education and overall welfare of the Students and the stability, forward planning, proper resourcing and development of the School.
7. These Terms and Conditions, the School Fees and the accompanying policy, structure and billing arrangements are subject to change from time to time.
8. Only the School and the Parents are parties to this contract. Neither the Student nor any third party is a party to this contract and shall not have any rights to enforce any term of it.

**B. DEFINITION OF TERMS**

1. 'The School' means Preston International School Ltd. and its affiliated bodies involved in the rendering of educational services to Students and their Parents.
2. 'The Student' means the child named on the admissions and registration forms and who was duly admitted by the School for educational purposes. And the pronoun 'he' wherever it appears in this document shall represent both the male and the female genders.
3. 'The Parent' and or 'The Parents' means any person who is either a biological parent or lawful guardian of a Student registered with the School as declared in the admission form and recognized by the School. The Parent/s are responsible for, jointly and severally, for complying with their obligations under these Terms and Conditions. 'Parent' is interchangeable with 'Parents'.
4. 'The School's Proprietors, Board of Directors/ the Principal/Management Team' are all officers of the School responsible for policy formulation and day to day execution of the policies of the School. Their functions may be delegated as may be appropriate in the overall best interests of the School and the welfare and well-being of the Students and their Parents.
5. 'The Principal' reports to the Board of Directors and is responsible for the day-to-day running of the School.
6. 'Parental Responsibility' means the moral and legal responsibility of parents to pay school fees as at when due; this is why parents are advised of the fee structure, making it imperative that parents fully understand and commit themselves to fulfilling their obligations to pay in full and on time. It also means those who have parental responsibility (and or including legal responsibility) for the Student registered in the School who are entitled to receive relevant information concerning the Student whether or not they are party to this contract except a valid court order has been made to the contrary, or there are other reasons which justify withholding information to safeguard the interests, welfare and overall best interests of the Student.
7. 'Offer of admission and Acceptance Deposit' means a prescribed financial deposit made by the parents to accept an admission offer made to the Student.
8. 'Fees' are payments that are charged to the accounts of the parents for the education of their children in the School. Fees become payable on the presentation of invoice or invoices by the School.
9. 'Registration and Admission': Applicants will be considered as candidates for admission and entry to the School when the Registration/Admission Form has been completed and returned to the School and a non-refundable registration fee has been paid. Admission is strictly subject to the availability of a place and the Student and parents satisfying the admission requirements at the time, which are published on the School's website and in other documents. 'Admission' occurs when Parents accept the offer of a place on behalf of the Student. 'Entry' occurs on the date when a Student attends the School for the first time under these Terms and Conditions.
10. 'Full Disclosure on Admission': Parents are required to declare any medical or learning needs or emotional or behavioural issues affecting the Student during the admissions process and as detailed in the Registration and Acceptance Forms. If after accepting a place, issues develop or subsequently become known, which were not previously disclosed, Parents should notify the School immediately. Failure to do so may result in the Student's place being withdrawn.
11. 'Minimum Duration of Study': The minimum duration for study at the School is one full academic year of three terms. If a Student does not complete one year at the School, any unpaid balance of a full year's fees remains payable, regardless of any period of notice which may be given.

**C. AIMS OF PRESTON INTERNATIONAL SCHOOL**

1. Preston International School aims to raise well-rounded, well-educated, well-cultured, respectable ladies and gentlemen who will make huge contributions towards the promotion and protection of human dignity in our society.
2. The aims go beyond just doing well in the Student's academics. It means that the Student will become particularly good people in the Society in addition to being excellent professionals and people of learning in several fields of human endeavour.

3. The Student will engage in a variety of activities in School which help build him or her up as a well-rounded person. These activities will include sports, music, club memberships, debates, excursions and lots more.
4. The Student is therefore expected to be focused and ensure that he collaborates well with the School to achieve these goals.

#### **D. PASTORAL CARE IN THE SCHOOL**

1. The Pastoral care at the School involves teachers, house parents and Students who promote a deep sense of care for all the Students in addressing their collective and individual spiritual, emotional, physical and moral needs.
2. In the academic area, class tutors under the supervision of heads of year ensure that their tutees attend school regularly, have all that they need for a smooth academic experience and pay attention to their behaviour and relationship towards one another, ensuring that the highest levels of discipline are upheld.
3. Similarly, full time house parents who are University Graduates look after the Students in the hostels after school. The house parents support the academic work of Students during prep time in the evenings in addition to their general care. The activities of the house parents are coordinated by the Head of Boarding.
4. The School's Core Values: the core values of the School are love, humility, obedience, integrity, thankfulness and faith which underpin the proprietors' vision of raising generations of fine, well-rounded, well-educated, well-cultured, respectable, God-fearing ladies and gentlemen who will make huge contributions towards the promotion and protection of human dignity in our society. Sections 02 and 03 of the 'Preston Scrolls - Students' Handbooks' itemize the Students' Code of Conduct as well as the Decorum and Etiquettes required of the Students everywhere. The School and its Staff will act fairly in relation to the Student and Parents; and the School expects the same from the Student and Parents in relation to the School.
5. The Principal's Authority: the Parents by these Terms and Conditions authorise the Principal or his designated subordinate to take and/or authorise in good faith all decisions which the Principal considers on proper grounds will safeguard and promote the Student's welfare.
6. Student's Rights: The Student, if of sufficient maturity and understanding, has certain rights which the School must observe. These include the right to give or withhold consent in a variety of circumstances and certain rights of confidentiality and, usually, the right to have contact with his Parents. If a conflict of interests arises between the Parents and the Student, the rights of, and duties owed to, the Student will in most cases take precedence over the rights of, and duties owed to, the Parents.
7. Complaints: Any question, concern or complaint about the pastoral care or safety of a Student or any education issue or other matter connected to the School must be notified to the School as soon as practicable.
8. Physical Contact: Parents give their consent to such physical contact with the Student as may accord with good practice, or as may be appropriate and proper for teaching and instruction or for providing comfort to the Student in distress or to maintain safety and good order, or in connection with the Student's health and welfare. The Parents also consent to the Student participating in contact and non-contact sports and other activities as part of the normal School and co-curricular programme. The Parents acknowledge that while the School will provide appropriate supervision the risk of injury cannot be eliminated.
9. Disclosures: The Parents must, as soon as they become aware, disclose to the School in confidence any known medical condition, physical or mental health problem or allergy affecting the Student; any history of a learning difficulty on the part of the Student or any member of his/her immediate family; or any disability, special educational need or any behavioural, emotional difficulty and/or social difficulty on the part of the Student; any family circumstances or court order which might affect the Student's welfare or happiness; or any concerns about the Student's safety or any change in the financial circumstances of the Parents in receipt of a bursary from the School.
10. Confidentiality: The Parents authorise the Principal to override their own and (so far as they are entitled to do so) the Student's rights of confidentiality, and to impart confidential information on a "need-to-know" basis where necessary to safeguard or promote the Student's welfare or to avert a perceived risk or serious harm to the Student or to another person at the School. In some cases, teachers and other employees of the School may need to be informed of any particular vulnerability the Student may have. The School reserves the right to monitor the Student's use of email, social media, the internet and mobile electronic devices.
11. Special Precautions: The Principal needs to be aware of any matters that are relevant to the Student's safety and security. The Principal must therefore be notified in writing immediately of any court orders or situations of risk in relation to the Student for whom any special safety precautions may be needed. Parents may be excluded from the School premises if the Principal, acting in a proper manner, considers such exclusion to be in the best interest of the Student or any member of the School community.
12. Leaving School Premises: Students are allowed out of school for special reasons only when parents formally request **in writing** for them to be released from school for the following reasons: attending visa interviews, special tests and interviews related to college admissions and medical appointments. Attendance of social functions and casual visits to the School are not allowed. The School will do all that is reasonable to ensure that the Student remains in the care of the School during school sessions but the School cannot accept responsibility for the Student if they leave the School premises in breach of School Rules or Regulations.
13. Communication with Parents: . Each of the four houses in the School has four (4) official telephone numbers through which the parents may speak to their children. Parents are not allowed to call the personal numbers of the house parents or any other member of staff to reach their children. The School has a dedicated 24/7 internet connection which enables parents and children to communicate. Communications or instructions from one of the Parents or any person with Parental Responsibility shall be deemed by the School to be received from both Parents. This requirement does not apply to the giving of notice for the cancellation of the place or the withdrawal of the Student from the School.
14. Photographs and Videoing: By signing the admission form and paying the school fees, Parents are giving consent to the School for obtaining and using photographic and video images of the Student for use in the School's promotional material such as the prospectus, the website or social media; press and media purposes and educational purposes as part of the curriculum or co-curricular activities. If the Parents do not want the Student's photograph or image to appear in any of the School's promotional materials they must make sure that the Student knows this and must notify the School in writing and receive acknowledgement of same in writing.

15. Transport: The Parents' consent to the Student travelling by any form of public transport and/or in a motor vehicle driven by a responsible adult who is duly licensed and insured to drive a vehicle of that type.
16. Local Excursion: The Parents consent to the Student participating in local excursions within Akure without further written consent. Parental Consent must be given for trips and excursions that take the Student outside Akure.
17. Student's Personal Property: The Student is responsible for the security and safe use of their private property within the range of *allowable personal effects* within the hostel and also for the property lent to them by the School. The School does not allow Students to carry their own mobile phones, tablets, laptops and electronic games devices etc. Where exceptions are made for laptops to be brought to school for purposes of examination preparation, the School by this notice, is indemnified against theft, loss or damage to such personal property. Parents are able to speak with their children at weekends through the telephone numbers provided by the School.

#### **E. HEALTH AND MEDICAL MATTERS**

1. Medical Centre: The School has a well-equipped and well-staffed purpose-built medical centre headed by a qualified Matron who leads a team of nurses who are resident in the School to provide round-the-clock medical attention in the School. The health bay has two wards – one for girls and one for boys, where Students who are unwell are observed whilst undergoing treatment.
2. Parents are informed early by the Head of Boarding (or designee) if their ward becomes unwell and may need to be taken to the hospital in town to see a doctor.
3. The School retains reputable private hospitals where referrals are made based on the Matron's advice as the health centre in school only provides primary health care.
4. Parents must comply with the School's medical staff's recommendations, which may include a reasonable decision to release the Student home when he is unwell especially where infectious diseases are involved.
5. Where a Student is treated in a health facility outside of the School, the parents will be invoiced directly and payment made to their account.
6. The Principal may at any time require a medical opinion or certificate as to the general health of the Student where the Principal considers it appropriate as a matter of professional judgment in the interests of the Student and/or the School community. A Student of sufficient age and maturity is entitled to insist on confidentiality, which can be overridden in the Student's own interests or where necessary for the protection of other members of the School community.
7. Throughout the Student's time as a member of the School, the School shall have the right to disclose confidential information about the Student if it is considered to be in the Student's own interests or necessary for the protection of other members of the School community. Such information will be given on a confidential, "need-to-know" basis.
8. Emergency Medical Treatment: The Parents by these Terms and Conditions authorise the Principal to consent on behalf of the Parents to the Student to receive emergency medical treatment including blood transfusions, general anesthetic and operations performed by a Government Hospital or at a private medical facility duly certified where it is necessary for the Student's welfare and if the Parents cannot be contacted in time.
9. Liability: The School accepts no liability howsoever described for any accidental injuries caused to the Student or Parents for loss or damage to property while within the School's premises.

#### **F. CURRICULUM AND EXAMINATIONS ON OFFER**

1. Overview: The School offers a broad and balanced blend of the NIGERIAN and CAMBRIDGE (CAIE) CURRICULUM. The School operates 3 years of Junior Secondary School and 3 years of Senior Secondary School in line with the Nigerian 6-3-3-4 system of education. However, within this structure the School has carefully mapped out and overlaid the delivery of the British Curriculum so that all of its Students write the Cambridge I.G.C.S.E. in their final year – SS3 in addition to the Nigerian S.S.C.E.(NECO) and (W.A.E.C.) thus giving them opportunity for three (3) final year examinations. The School also prepares its Students for the American S.A.T. (Scholastic Aptitude Test) by College Board and the IELTS/TOEFL exams which are optional courses/examinations for Students who wish to study abroad.
2. Provision of Education: the School will do all that is reasonable to provide an educational environment and teaching of a range, standard and quality which is suitable for each Student and to provide education to at least the standard required by law in the particular circumstances. The School cannot guarantee that the Student will achieve his desired examination results or that the results will be sufficient to gain entry to other educational establishments.
3. Junior School: the School offers the following Nigerian Curriculum (JSS1-3) subjects: Mathematics, English Language, Basic Science and Technology, Pre-Vocational Studies (Agricultural Science and Home Economics), Business Studies, National Values Education (Civics and Social Studies), CRS, Creative and Cultural Arts (Fine Arts and Music), French, ICT, PHE, and Yoruba. At the end of JSS3, the Students write NECO BECE (Basic Certificate of Education) and the Ondo State Basic Certificate of Education with optional Checkpoint -Cambridge International Examinations.
4. Senior School: the Senior Secondary School Students offer the following IGCSE subjects: English Language (First Language), Mathematics, Physics, Chemistry, Biology, Further Mathematics, Geography, ICT, Design and Technology, Food and Nutrition, Religious Studies, Economics, French, Music, Art and Design, History, Accounting, Business Studies.
5. The School is a C.A.I.E.(Cambridge Assessment International Examinations) accredited examination center (NG079) registered to offer and write I.G.C.S.E. examinations.
6. The WAEC and NECO subjects on offer by the School are: English Language, Mathematics, Physics, Chemistry, Biology, Further Mathematics, Geography, Technical Drawing, Christian Religious Studies, Economics, French, Music, Fine Art, Accounts, Agricultural Science, Animal Husbandry, Business Studies, Civic Education, Commerce, Data Processing, Food and Nutrition, Government, History, Computer Studies, Literature, Yoruba.
7. The School offers the following examinations at the Secondary School level: IGCSE – International General Certificate for Secondary Education (Cambridge International Examinations), WASCE – West African Senior School Certificate Examination (West African Examination Council, WAEC), SSCE- Senior School Certificate Examination (National Examinations Council, NECO), UTME- Unified Tertiary Matriculation Examination (Joint Admissions and Matriculation Board), SAT ( Scholastic Aptitude Test, College

Board), IELTS (International English Language Testing Service, British Council), and TOEFL (Test of English as a Foreign Language, ETS).

8. Organization: the School reserves the right to organize the curriculum and its delivery in a way which in the professional judgement of the Management is most appropriate to the School community as a whole. The School's policy on streaming, setting and class sizes may change from year to year and from time to time and will depend on the mixture of abilities and aptitudes among the Students. If the Parents have specific requirements or concerns about any aspect of the Student's education or progress they should contact the appropriate member of staff or contact the Principal in the case of a grave concern.
9. Progress Reports and References: the School shall monitor the Student's progress and shall report regularly to the Parents by means of grades, full written reports and consultation/Parents' meetings. Information supplied to Parents and others concerning the progress and character of the Student, and about examination, further education and career prospects, and any references will be given conscientiously and with all due care and skill but otherwise without liability on the part of the School.
10. Learning Difficulties: the School will do all that is reasonable in the case of each Student to detect and deal appropriately with a learning difficulty which amounts to a 'special educational need'. The School staff are not, however, qualified to make medical diagnosis of conditions such as those commonly referred to as dyslexia, or of other learning difficulties. It is the responsibility of the Parents to notify the Principal while processing admission into the School for their children if they are aware or suspect that the Student (or anyone in his immediate family) has a learning difficulty and the Parents must provide the School with copies of all written reports and other relevant information. Parents shall be asked to withdraw the Student, without being charged fees in lieu of notice if, in the professional judgment of the Principal and after consultation with the Parents and with the Student (where appropriate), the School cannot provide adequately for a Student's special educational needs. The School reserves the right to charge for the provision of additional teaching provided, where these are not covered by the School's reasonable adjustment duty.
11. Moving up the School Ladder: It is assumed that if the Student satisfies the relevant criteria at the time he will progress through the School and will ultimately complete SS3. The Parents will be consulted if there appears to be any reason the Student may be refused a place at the next stage of the School. The Parents must give a term's notice in writing (i.e., before the start of an ensuing school term) in accordance with the provisions about notice if they do not intend the Student to proceed to the next stage of the School, or a term's fees in lieu of notice will be payable.
12. Parents' Consent for Student's Original Works and Educational Visits:
  - 12.1. the Parents' consent for themselves and (as far as they are entitled to do so) on behalf of the Student, to the School retaining the Student's original work until, in the professional judgment of the Principal, it is appropriate to release the work to the Student. Certain coursework may have to be retained for longer than other work in order to reduce the risk of cheating. The School will take reasonable care to preserve the Student's work undamaged but cannot accept liability for loss or damage caused to this or any other property of the Student by factors outside the direct control of the Principal.
  - 12.2. A variety of educational visits will be provided for the Student. Any educational visit which is subject to additional charge or requires overseas travel; or involves an overnight stay; or occurs during weekend or School vacation; or involves some element of elevated risk or adventure activity are deemed to have been consented to by the Parents by these Terms and Conditions. The cost of such a visit will be payable in advance. The Student shall be subject to School discipline in all respects whilst engaged in an educational visit. All additional costs of special measures (such as medical costs, taxis, air fares, or professional advice) incurred to protect the Student's safety and welfare, or to respond to breaches of discipline, will be invoiced to the parents. The School reserves the right to prevent a Student from taking part in an educational visit while overdue fees remain unpaid.
13. Intellectual Property Rights of the School: the School reserves all rights and interest in any copyright, design right, registered design, patent or trademark ("intellectual property") arising as a result of the actions or work of the Student in conjunction with any member of staff and or other Students of the School for a purpose associated with the School. The School will acknowledge and allow to be acknowledged the Student's role in the creation/development of intellectual property.

#### **G. GENERAL CONDUCT AND DISCIPLINE**

1. Authority of the School: the Parents accept that the School will be run in accordance with the authorities delegated by the Board of Directors to the Principal. The Principal is entitled to exercise a wide range of discretion in relation to the School's policies, rules and procedures and will exercise those discretions in a reasonable and lawful manner, and with procedural fairness when the status of the Student is an issue. The Principal may in his discretion suspend or, in serious or persistent cases, exclude a Student from the School if the Disciplinary Committee considers that the Student's conduct or behaviour (including behaviour or conduct outside School) is unsatisfactory and the suspension or exclusion is in the best interest of the Student or other Students and approved by the Board of Directors.
2. 'The Preston Scrolls' (Students' Handbook) embodies the rules of conduct for all Students enrolled in the School. Parents are encouraged to read this carefully with their children on admission to the School. The Scrolls set out the examples of offences likely to be punishable by suspension or expulsion. These examples are not exhaustive and the Principal may decide that suspension or expulsion for a lesser offence is justified where there has been previous misbehaviour. All aspects of the Student's record at the School may be considered. The Parents hereby confirm that they accept the authority of the Principal and of other members of the Staff on the Principal's behalf to take all reasonable disciplinary or preventative action necessary to safeguard and promote welfare of the Student and the School community as a whole.
3. The School maintains 'The Class Book and the Hostel Book' which are books in which the Student's conduct (commendations and concerns) are recorded on a daily basis. Where 2nd or 3rd degree offences have been committed, adults will fill out an Incident Report (I.R) form and pass it on to their line managers who in turn will forward this to the Principal. The Principal along with the Board of Directors will determine the punishments to be given to the Students and where necessary convey a disciplinary

panel/committee to look into the case and submit a report/recommendation. At the conclusion of the case, the reports are placed into the Student's file. These will be taken into consideration when writing Students' testimonials/references.

4. The School views 'bullying' seriously which it defines as " any willful attempt to frighten or hurt another person physically or emotionally especially when accompanied by an apparent present ability to do so or any intentional display of force such as would give the victim reason to fear or expect immediate bodily harm". The School operates a 'three strikes' policy on bullying. In other words, bullies will be expelled from the School after three confirmed acts of bullying. However, depending on the severity of the case, one serious incident could attract the permanent exclusion of the offending Student. In addition to the above, the School holds a week-long 'ANTIBULLYING WEEK' where Students are educated and enlightened about bullying and its consequences. The School promotes a positive culture of caring for one another. The reputation that the School has built over the years is such that parents and Students are comfortable and are satisfied with the way and manner that the School deals with bullying.
5. Warrantee as to Conduct and Attendance: the School attaches importance to courtesy, integrity, good manners, good discipline and respect for the needs of others. *The School copiously rewards good behaviours and compliance with the code of conduct in the School as much as it imposes sanctions on deviations from acceptable behaviours.* The Parents warrant that the Student will take full part in the activities of the School including representing School teams where required, will attend each School day, will be punctual, will work hard, will be well-behaved and will comply with the School Rules about the wearing of uniform and general appearance.
6. Disciplinary Procedures: the School shall ensure that procedures are followed in a fair and unbiased manner at all times.
  - 6.1. Where there is a complaint of misconduct or rumour thereof, the School shall investigate such. In the process, a Student may be questioned and his accommodation or belongings may be searched in appropriate circumstances. All reasonable care will be taken to protect the Student's human rights and freedoms and to ensure that the Parents are informed as soon as reasonably practicable after it becomes clear that the Student may face formal disciplinary action, and also to make arrangements for the Student to be accompanied and assisted by the Parents, education guardian or a teacher of the Student's choice.
  - 6.2. Investigation of a complaint which could lead to expulsion, removal or withdrawal of the Student in any circumstances explained in the Preston Scrolls shall be conducted in a fair and an unbiased manner. All reasonable efforts will be made to notify the Parents.
  - 6.3. Confidentiality of Sources of Information: except as required by law, the School and its staff shall not be required to divulge to the Parents or others any confidential information or the identities of Students or others who have given information which has led to the complaint or which the Principal has acquired during an investigation.
7. Disciplinary Terminologies: the School has its reward system for good conduct and exemplary activities and sanctions for deviant behaviours. Sanctions may include, but not restricted to, a requirement to undertake menial but not degrading tasks on behalf of the School, on the spot verbal warning, detention for a reasonable period, withdrawal of privileges, suspension, or alternatively being removed or expelled. The following terms mean and are used as stated herein:
  - 7.1. Expulsion: Expulsion means the indefinite and permanent removal of a Student from Preston International School. The Principal has the authority to suspend Students for five days for persistently violating school rules or policies. However, if the Principal considers the violation severe enough, the Principal will present the matter to the Board of Directors who may decide to permanently expel the Student from the School.
  - 7.2. Suspension: the School suspends Students from school for a specified number of days as punishment for certain offences classified as a 2<sup>nd</sup> or 3<sup>rd</sup> degree offences in the Preston Scrolls. In such cases, parents of the Student who offends and is suspended from school come over to take possession of the Student and return him back to school after serving out the suspension.
  - 7.3. Detention: This program is designed to isolate disruptive Students, to require completion of schoolwork, and to provide an alternative method of punishment for Students who violate certain rules. Detentions may be used to address lateness, tardiness and behaviour that is detrimental to learning. For each detainable offence, Students will be required to spend the specified detention period fully to complete assigned schoolwork or engage in community service. No other activity will be allowed during detention.
8. Consequences of certain sanctions on fees:
  - 8.1. If a Student is expelled as a punishment there will be no refund of fees paid to the School for the current term either in form of tuition, accommodation fee or other supplemental charges; there will be no charge to fees in lieu of notice save for any contrary provisions in any other agreement made between the parents and the School all arrears of fees and any other sum due to the School will be payable.
  - 8.2. Student's School Record: the School reserves the right to record the leaving status of the Student on the Student's file immediately after expulsion or withdrawal from the School. Provided the School's final invoice has been paid, this contract will terminate with immediate effect if a Student is excluded from or if the Parents are required to remove the Student from the School.

#### **H. SCHOOL FEES**

1. Fees are payments charged to the account of the parents for the educational and ancillary services rendered to the Students by the School. As a business entity the School relies solely on school fees to meet all of its obligations to the Students and to remain relevant in a highly competitive industry. It is the reason parents are advised of the fee structure, making it imperative that parents fully understand and commit themselves to fulfilling their obligations to pay in full and on time. In effect, parents have a moral and legal obligation to pay school fees.
2. Tuition Fees: these are fees charged every academic term. This relates to fees charged for teaching expertise and all personnel costs relating to teaching and learning right from senior managers who oversee teaching activities right through to the support staff responsible for the smooth running of academic and boarding services. Each term's fees are charged separately and the fees payable in respect of each term fall due for payment on the first day of that term. The parents jointly and severally agree to pay the fees applicable to each term directly to the School. Except where a separate agreement has been made between the Parents and the School for the deferment of payment of fees, fees for each term are due and payable as cleared funds before the commencement of the school term to which they relate.
3. Cambridge Fees: the School is a fully registered and active member of the Cambridge Schools. It is therefore compulsory that ALL Students at the School sit for the IGCSE Cambridge Assessment International Exams. The tuition, books and resources for the IGCSE exams are paid as part of the School fees in the senior classes while the actual exam registration fees are paid under an instalmental payment plan. The instalmental payment plan is based on the registration of five (5) subjects. Parents are, however, allowed to register their children for up to eight (8) subjects but the registration costs for the additional subjects will be paid by parents at the point of entering Students for the exams. The School's Students sit for the Cambridge exams in October/November – the first term of their SS3 class. Results are released in January, giving the Students the opportunity for early applications into universities within Nigeria and abroad.
4. Uniforms: the School operates a uniforms shop from where parents purchase uniforms for their wards as needed. The cost of uniform items is subject to review as a result of fluctuating exchange rates. The School requests that parents purchase at least three sets of uniforms and house wear for their wards. Payment for uniforms is to be made into the uniforms account after which uniforms will be issued to the Students in school. The School embroiders the names of Students on the uniforms for a small charge.
5. Tuck Shop: the tuck shop provides a variety of needed general supplies and snacks for the Students such as their mid-day snacks, night cap, stationery, personal supplies such as soaps, detergents and such which may need replacement or replenishment from time to time. It is a top up account which replaces the traditional 'pocket money' system. A deposit is paid into the Tuck Shop Account from where the children spend their money. At the end of the term, it is required that parents 'top-up' the account. This is not part of the School fees.
6. Development Levy: this is a one-off payment for new entrants to the School.
7. Siblings Discount: Parents with more than one child at the School are offered discounts on the 2nd, 3rd and 4th child as may be prescribed by the School from time to time. This is to serve as encouragement, support and appreciation for parents who keep choosing the School for the education of all their children.
8. Learning Resources: this is an annual charge for the provision of study materials which include textbooks and exercise books, as well as the provision, maintenance and upgrading of physical and electronic resources used in the School for educational purposes such as ICT, internet facilities, classrooms, laboratories and specialist rooms, photocopying, lockers, and such overheads associated with running the academic section of the School.
9. Boarding: this relates to fees charged for boarding and it includes feeding (breakfast, lunch and dinner) and all other services related to providing decent care and conveniences in the boarding house system and staffing costs.
10. Withdrawal Fees: parents are required to give the School one term's notice in writing and to receive an acknowledgement in writing in the event that they will be withdrawing their child(ren) from school. This gives the School ample time to fill the place and/or adjust its budget for the next term. The School will charge one full term's fees in lieu of notice if a term's notice in writing is not given. School fees once paid are not refundable as school budgets are based on fees received. School fees are not refundable if students are permanently excluded from school. It is our policy to bill parents for damage to school property for both willful or accidental damage.
11. PTA Dues: the School has a thriving Parents and Teachers Association (PTA) which supports the School through the giving of prizes to Students who excel in various subjects on prize-giving days and also conducting projects that are of direct benefit to the academic achievement and welfare of the Students at the School. The PTA dues are paid into the PTA account and are charged per family rather than per Student. The PTA Executive members (Exco) are drawn from parent leaders around the various zones in the country. There are various PTA zones that parents can belong to depending on their location. Upon resumption, parents are introduced to the zonal leaders and also benefit from the zonal transportation arrangements where reputable transport companies transport the children to and from the School. Parents also support one another through a welfare system and develop friendships depending on what operates in the zones.
12. Mode of Payment: the School's accounts department issues a bill at the end of every term stating the bank accounts to which relevant bills shall be paid by online transfer or other means by the parents. No cash, cheques or electronic payments are collected in the School premises. All payments are made directly into the School's accounts. It is mandatory for parents to

submit copies of evidence of payment to the School – tellers and online transfer receipts should be sent to the accounts department via electronic means or in print before resumption. Parents who pay by cheque must allow for the cheque to be cleared before resumption. Receipts for all payments and clearance slips are issued by the accounts department. Students are not admitted into school without clearance slips.

13. **Review of Fees:** the Board of Directors has the responsibility to review and set school fees yearly or from time to time. The key factors taken into consideration when reviewing school fees include inflation, staff compensation growth curve and profit margins to ensure a healthy and thriving school. The Board of Directors, in performing these duties, will make every effort to ensure that the increase in school fees is reasonable and communicated in a timely manner to allow parents to plan and make the necessary adjustments to their school fees budget. A minimum of one term's notice of an increase in school fees shall be given.
14. **Effects of Non-Payment of Fees:** the School reserves the right to exclude the Student on three days' written notice if fees are overdue for payment. If the Student is kept at home for a period exceeding 28 days, he will be deemed withdrawn without notice and a term's fees in lieu of notice will be payable in accordance with **Section H (10)** of this contract. Exclusion in these circumstances is not a disciplinary matter. The School reserves the right to withhold any information such as testimonials, certificates, character references or property while fees remain overdue and unpaid until when all fees are paid.
15. **Overdue Payment:** the School may charge a rate of simple interest on fees that are due but remain unpaid on a day-to-day basis. The rate of interest charged will be at the prevailing interest rate by the banks accruing on a daily basis which represents a genuine pre-estimate of the cost to the School for the default. The Parents shall also be liable to pay all costs, fees and charges including legal fees and costs incurred by the School in the recovery of any unpaid fees regardless of the value of the School's claim.
16. **Part Payment:** any sum tendered that is less than the sum due and owing may be accepted by the School on account only. Overdue payment charges will be applied to any unpaid balance of fees as set out in **Clause H(16)**.
17. **Appropriation:** save where the Parents expressly state the contrary, the School shall allocate payments made to the earliest balance on the fees account. The Parents agree that a payment made in respect of one Student may be appropriated by the School to the unpaid account of any other Student who is a child of those parents.
18. **Instalmental Arrangements:** the School may, at its sole discretion, agree that the fees that are or will fall due in relation to any term can be paid in instalments. If the School agrees to do this, then the School and those responsible for paying those fees will agree separately **in writing** the anticipated schedule of instalments by which the deferred amount of each term's invoice is to be paid. The agreed amount for each term will need to be paid by direct debit or direct bank transfer in not more than four (4) instalments (unless otherwise agreed in writing by the School) within a period that does not exceed one term.
19. **Advance Payments:** Parents may wish to make payments in lump sum payments on behalf of their children. This has to be discussed with the School's Bursar and agreement reached as appropriate.

#### **I. GENERAL PROVISIONS**

1. **Data Protection:** in accordance with the Nigeria Data Protection Act, 2023, the School has *legitimate interest* in the obtainment, processing and storage of information from the Parents and Students in order to safeguard and promote the welfare of Students, promote the objects and interests of the School, facilitate the efficient operation of the School and ensure that all relevant legal obligations of the School are complied with. The School may for instance keep details of medical conditions from which Students may suffer from so that staff will be able to respond appropriately in the event of medical emergency. The School may also process information such as photographs for educational and marketing purposes using 'consent' as a legal basis.
2. **Force Majeure:** is an act or occurrence beyond the reasonable control and capacity of any of the parties to this contract and shall include such events as an act of God, fire, flood, storm, war, riot, civil unrest, act of terrorism, strikes, industrial disputes, outbreak of epidemic or pandemic of disease, failure of utility services or transportation. Where the School is prevented from or delayed in conducting its obligations under this agreement by a Force Majeure Event, the School shall give the Parents notice in writing specifying the nature and extent of the circumstances giving rise to the Force Majeure Event. Provided that the School has acted reasonably and prudently to prevent and/or minimize the effect of the Force Majeure Event, the School will not be responsible for not performing those obligations which are prevented or delayed by, and during the continuance of, the Force Majeure Event. To the extent reasonably practicable in the circumstances the School shall try during the continuance of the Force Majeure Event to continue to provide educational services (including by providing appropriate educational services remotely).
3. Other than under **Clause I (2)**, if the Student is wholly and completely unable to participate in the provision of any education at the School or remotely due to reasons caused by the Force Majeure Event, the Parents shall give the School notice in writing. In consultation and cooperation with the School the Parents shall do everything they reasonably can to minimize the impact of the Force Majeure Event in order to continue to perform the obligations under this contract in any way that is reasonably practicable in the circumstances; and resume the performance of the obligations as soon as reasonably possible.
4. If a Force Majeure Event continues for a period greater than 90 (ninety) days, the party who has provided notification shall notify the other of the steps to be taken to ensure performance of its contractual obligations.
5. If the Force Majeure Event continues for a period greater than 120 (one hundred and twenty) days, the party in receipt of



notification under **Clauses 1 (2)&(3)** may terminate this agreement by providing at least 3 (three) working days' notice in writing to the other party.

6. **Change:** the School like every other organization may experience changes during the period of this agreement. For example, there may be changes in the staff, and in the premises, facilities and their use, in the curriculum and the size and composition of classes, and in the School rules and procedures, disciplinary frameworks, and the length of School terms. In addition, there may be the need to undertake a corporate reorganization exercise and/or a merger or change of ownership may be necessary. For these reasons, the benefit and burden of this agreement may be freely assigned to another party at the discretion of the School. Where practicable, the School will give parents notice of any planned changes that are regarded as significant to the Student's education prior to the end of the penultimate term before the change is to take effect.
7. **Consultation with Parents:** it is not practicable to consult with the Parents and the Student over every change that may take place. Whenever practicable, the School will use reasonable endeavours to ensure that the Parents will be consulted and where possible given at least a term's notice in writing of:-
  - 7.1. A change of ethos or culture; or
  - 7.2. A change in any physical aspect of the School which would have a significant effect on the Student's education or pastoral care; or
  - 7.3. A change in the ownership of the School.
8. **Representations:** the School's prospectus, website, the Scrolls-Students' Handbook describe the broad principles on the ethos and operational procedures of the School.
9. **Interpretations:** these Terms and Conditions supersede any previous agreements in force and they shall be construed as a whole. Headings and sub-headings, unless required to make sense of the immediate context, are for ease of reading only and are not otherwise part of the Terms and Conditions. Examples given in these Terms and Conditions are by way of illustration only and are not exhaustive.
10. This contract is governed by the laws of Nigeria.

#### **J. DECLARATION**

I/We hereby declare that consent is given for the following purposes:

1. That information concerning the student's performance at School, including discipline records and school reports be kept and shared with individual, organizations and institutions as deemed necessary by the school authorities.
2. Results in public examinations may be shared with relevant feeder schools and agencies.
3. Financial information including information about the payment of fees at this School or any school.
4. Photographic and video images of Students for School publications, on the School website, the School's Social Media channels in accordance with the School's policy on taking, storing and using images of children.
5. By signing the admission form and paying the school fees, you agree to be bound by the terms and conditions herein stated in this document.